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Established February

Published every Evening, with which is incorporated The "Hongkong Evening Mail and Shipping List."

HONGKONG, WEDNESDAY, FEBRUARY 28, 1876.

AGENTS FOR THE CHINA MAIL.

LONDON :- F. ALGAR, 8, Clement's Lane, Lombard Street, GEORGE STREET, 30, Cornhill, "GORDON & GOTCH, 121, Hol-4, Old Jesory, E.C. SAMUEL DEACOR & Co., 150 & 164, Leadenhall Street.

NEW YORK :- ANDREW WIND, 183, Nossau Street. USTRALIA, TASMANIA, AND NEW ZEALAND :- GORDON & GOTOH, Mel-

bourne and Sydney. SAN FRANCISCO and American Ports generally :- BEAN & BLACK, San Fran-

C1800. CHINA:-Swatow, QUELOH & CAMPBELL. Amoy, GILES & Co. Foochow, HEDGE Shanghai, LANE, CHAWFORD & Co. and KELLY & Co. Manila, C. HEINEZEN & Co. Macao, L. A. DA GRAQA.

#### Banks.

COMPTOIR D'ESCOMPTE DE PARIS

INCORPORATED BY NATIONAL DEGREES OF 7TH AND STH MARCH, 1848.

BY IMPERIAL DECREES OF 25TH JULY, 1854, AND SIST DECEMBER, 1866.

> Recognised by the INTERNATIONAL CONVENTION OF SOTH APRIL, 1862.

France. & Sterling. PAID-UP CAPITAL, .... 80,000,000 ... 3,200,000 RESERVE FUND,.....20,000,000

HEAD OFFICE. -- 14, Rue Bergère, Paris. LONDON AGENCY. -144, Leadenhall St., AGENCIES. - At Nantes, Lyons, Marseilles, Brussels, Bombay, Calcutta, St. Denis (lle de la Reunion,) Hongkong, Shanghai and Yokohama. LONDON BANKERS. - Bank of England Union Bank of London.

> HONGKONG AGENCY. INTEREST ALLOWED

N Current Deposit Account at the rate of 2 per cent. per annum on the monthly minimum balances, and on Fixed Deposits at rates which may be ascertained at the offices. CHR. DE GUIGNÉ,

Manager.

Offices in Hongkong: Bank Buildings, Queen's Road, Hongkong, May 14, 1875.

HONGKONG & SHANGHAI BANK-ING CORPORATION.

PAID-UP CAPITAL, ... 5,000,000 Dollars. RESERVE FUND, ..... 100,000 Dollars.

COURT OF DIRECTORS. Chairman-E. R. Belilios, Esq. Deputy Chairman-AD. ANDRE, Esq. S. W. POMEROY, Esq. J. F. CORDES, Esq. H. Hoppius, Esq. F. D. Sassoon, Esq. A. Molver, Esq.

CHIEF MANAGER. James Greic, Esq. Hongkong,

Manager. EWEN CAMEHON, Esq. LONDON BANKERS, - London and County

HONGKONG.

INTEREST ALLOWED N Current Deposit Accounts at the raof 1 per cent. per annum on the daily

On Fixed Deposits :-For 3 months, 2 per cent, per annum. 4 per cent, 5 per cent.

LOCAL BILLS DISCOUNTED.

Oredits granted on approved Securities, and every description of Banking and Exchange business transacted. Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan. JAMES GREIG,

Chief Manager. Offices of the Corporation,

No, 1, Queen's Road Bast. Hongkong, February 17, 1876.

TAKASIMA COLLIERY. JARDINE, MATHESON & Co.,

FOR SALE. TIRESH Takasima COAL, in lots Double-screened at \$8 per Ton. SMALL, at the Offices of the Corporation, where at \$6 per Ton.

T. G. GLOVER, No. 7, Queen's Road and at East Point. Hougkong, December 8, 1875.

#### Notices of Firms.

NOTICE. Have this day authorized Mr J. Y. V. · SHAW to sign my name per procura-

A. MAGG. HEATON. Hongkong, January 1, 1876.

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE.

TAROM this date and until further notice, Mr G. DE CHAMPEAUX will act, this Port, as Agent of the above Company. By Order of the Directors,

C. BERTRAND. Hongkong, January 29, 1876.

NOTICE.

THE interest and responsibility of the late Mr SIDNEY DEACON in our Firm, ceased on the 9th September last. Mr. ALFRED T. DUVAL was admitted a a Partner therein on the 1st ultimo.

DEACON & Co. Canton, February 1, 1876.

TATE have Established branches of our Firm at Haiphong and Hanoi. Mr E. CONSTANTIN is authorised to sign by delay. procuration in Tonquin.

LANDSTEIN & Co. Hongkong, December 31, 1875.

NOTICE.

TR. MEYER ELIAS SASSOON has been admitted a Partner in our Firm from the 1st January ultimo.

E. D. SASSOON & Co. Hongkong, February 3, 1876.

NOTICE.

THE Undersigned have entered into Copartnership from the First day of January, 1876, in the Business of Shipbrokers at this Port, under the style of MORRIS & RAY.

A. G. MORRIS. E. C. RAY.

Bank Buildings, Hongkong, February 3, 1876.

### intimations.

RACE HOLIDAYS. THE Undermentioned Banks will close for Public Business at 12 o'clock. Noon, on THURSDAY, FRIDAY, SATUR-

DAY, the 24th, 25th and 26th Instant. For the "Oriental Bank Corporation," GEO. O. SCUTT, Actg. Manager.

For the "Chartered Mercantile Bank of India, London and China," H. H. NELSON, Manager, For the "Chartered Bank of India, Aus-

tralia and China," THOMAS-FORBEST, Actg. Manager. For the "Comptoir d'Escompte de Paris, OHAS. DE GUIGNE, Manager. For the "Hongkong and Shanghai Banking Corporation,

JAMES GREIG, Chief Manager. For the "National Bank of India, Lited.," R. H. SANDEMAN, Actg. Manager. Hongkong, February 21, 1876.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

HE Ordinary Yearly MEETING of the Shareholders will be held at the Office of the Company, Club Chambers, on MON-DAY, the 28th February, at 3 p.m., for the purpose of receiving a Statement of Accounts to 31st December, 1875, the Report of the Directors; for the election of

Dividend. By Order of the Board, D. GILLIES.

Directors, and Auditors; also to declare a

Hongkong, February 12, 1876.

HONGKONG AND WHAMPOA DOOK COMPANY, LIMITED.

NOTICE.

THE Transfer BOOKS of the Company by Public will be CLUSED from the 15th to Room, Praya, on the 29th Instant, both days included. By Order D. GILLIES,

Hongkong, February 12, 1876.

HONGKONG & SHANGHAI BANKING CORPORATION.

NOTICE TO SHAREHOLDERS.

HE DIVIDEND declared for the half- and Bottles. 1 year ending on 31st December last, at the rate of Six per cent. per annum, say \$8.75 per paid up Share of \$125, is payable suit purchasers. Large, Handpicked, on and after FRIDAY, the 18th Instaut, Shareholders are requested to apply for By Order of the Board of Directors,

JAMES GREIG. Ohief Manager.

Hongkong, February 17, 1876.

#### intimations.

In the Goods of CAPTAIN LAWRENCE YOUNG,

FOR SALE BY PRIVATE TENDER.

HE GOODWILL, FURNITURE, FIXTURES & STOCK-IN-TRADE of and belonging to the "LONDON INN,"
No. 126, Queen's Road, Hongkong.
The Sale will be made subject to the

consent of the Justices of the Peace being granted to a Transfer of the existing License of the said "London Inn" to the A Meeting of Justices will be appointed Esq., to sell by Public Auction, on

for such License to Transfer. The Executors do not bind themselves to accept the highest, or any offer. For further particulars, apply to Messry STEPHENS & HOLMES, Solicitors, 2 Club Chambers, Hongkong,

for the purpose of hearing the application

In the Goods of CAPTAIN LAWRENCE

Hongkong, February 22, 1876.

Young, Deceased. LL Persons having any CLAIM against the above Estate are requeste to send in Particulars of the same to the Undersigned on or before the 22nd day o

April, 1876. said Estate are requested to Pay to the Undersigned their several Debts without

STEPHENS & HOLMES. Solicitors for the Executors. 2, Olub Chambers. Hongkoug, February 22, 1876.

HOTEL DES COLONIES, SHANGHAI.

ES Propriétaires de l'Hotel de Colonies ont Phonneur d'informer M.M. les Voyageum qu'ils viennent d'annexer leur restaurant, dont le haute renommée est si bien connue, une nouvelle maison, attenante, qui leur permet d'offrir des Chambres Spiendides réunissant tout confortable, désirable, Chambres pour familles, Salles de Bains, &c., &c.

Voitures à la disposition de M. M. les Voyageurs. La Salle de Billiard et la Barre sont completement separés de l'hotel ce qui est une securité pour le bien être des visiteurs.

Les soins les plus minutieux apportés dans tous les services sont une garantie pour M. M les Voyageurs dont le patronage est Sollicité.

A. SCISSON & Co., Propriétaires. Shanghai, le 10 Février, 1876.

### Entertainments.

ROYAL, THEATRE

CITY HALL. UNDER THE DISTINGUISHED PATRONAGE OF HIS EXCELLENCY SIE ARTHUR

KENNEDY, K.O.M.G., C.B. THE French "OPERA COMIQUE TROUPE," lately of PARIS, LONDON, ST. PETERSBURG, NEW YORK and SAIGON, Will have the honour of giving their next Performance, on

THURSDAY NEXT, February 24th, 1876.

LA ROSE DE St. FLOUR OPERETTE IN 1 ACT BY OFFENBACH. Madame Doriani will take the part "Tlorrette" and sing "La Tirolienne des Canards."

BARBE BLEUE,

OPERA BOUFFE IN 2 ACTS BY OFFENBACH. Accompaniment by Mr L'Aunay Céphas, ADMISSION:-Dress Circle and Stalls, \$2

Back Seats, \$1. Doors open at 8 o'clock Performance to commence at 9. Tickets may be had and seats scoured Mesars. KRUSE & Co., also at the door of the Theatre, on the night of Performance.

## Auctions.

GENERAL WEEKLY SALE.

ANE CRAWFORD & Co. will sell by Public Auction, at their Sale FRIDAY.

the 28th February, 1876, at Noon,locks, Sealing Wax, Hearth Rugs, Ac-

20 piouls Iron Wire. 30 kegs Cut Nails, aires 14 to 24 inch. 10 drums Turpentine. 1 Gazogene Apparatits, complete

1 Drawing off Machine for Syphons 30 Syphone with large levers.

TERMS OF SALE, - Cash before delivery Mexican Dollars, weighed at 7.1.7. The Loter Lots, with all faults and errors of description, at purchaser's risk on the fall of the hammer.

Hongkong, Feb. 32, 1876. Hongkong, June 22, 1875.

#### Auctions.

PUBLIC AUCTION. SUBSTANTIAL ENGLISH AND COLO-

NIAL MADE HOUSEHOLD FURNITURE, ENGRAVINGS, GLASS-WARE, PLATED-WARE, PIANO,

THE Undersigned has received instructions from John G. Smith,

MONDAY. 28th day of February, 1876, at Noon, at his residence, "Idle Wild," owing to change of residence,-

The whole of his Substantial English and Colonial-made Household FURNI TURE, &c., comprising: Drawing, Din ing and Bed Room Snites, Glassware Plated Ware, Dinner, Dessert and Break fast Sets, Engravings, Pier Glasses Gasaliers, Gas Brackets, Carpets, Win dow Curtains and Cornices, Marble-top Tables, Book Case, Dining Table, Side Board, Whatnots, Chairs, Iron Bed And all Persons being Indebted to the steads, Wardrobes, Toilet Tables, Wash stands and Services, &c., &c.

> A Cottage PIANO. Catalogues will be issued. TERMS OF SALE - Cash before delivery Mexican Dollars weighed at 7. 1. 7. All Lots, with all faults and errors of description at purchaser's risk on the fall of the hammer.

J. M. ARMSTRONG, Auctioneer. Hongkong, Feb. 17, 1876.

# FURNITURE SALE.

ELEGANT ENGLISH AND CANTON-MADE HOUSEHOLD FURNITURE, SEMI-GRAND PIANO, PARK

PHÆTON AND PAIR OF PONIES A FINE COLLECTION OF PERMS, CAMELLIAS, ROSES, AND OTHER CHOICE

PLANTS.

received instructions to sell by Public Auction, on

ANE, CRAWFORD & Co. have

TUESDAY, the 29th February, 1876, at Noon, at "DUART," CAINE ROAD,

The Residence of the Honourable T. C. HAYLLAR, Esq.,— The whole of his Handsome and Substan-

tially made HOUSEHOLD FURNITURE, comprising, -Handsomely Carved EBONY SIDE and CENTRE TABLES, Mahogany Marone Morocco Covered COUCHES and CHAIRS Covered Bombay Blackwood COUCHES and FLOWER STANDS, Inlaid Ormolu CHEFFONIER, and Japanese CA-BINETS, Handsome Mantlepiece MIR-RORS, OIL PAINTINGS, CHROMO-LITHOGRAPHS, ENGRAVINGS, OAR-PaT. Window Curtains, Gilt Cornices,

Gasaliers, Aquariums, Bronze and Porcelain VASES. Handsome BOOK CASE, Carved SIDE. BOARD with MIRROR BAUK, Glass and Crockery Ware, Silver and Electro Plated Table Ware, Whatnots, Chairs, Clocks,

Plated Candlesticks. Handsome Gilt BRASS BEDSTEAD with Feather Mattresses, BUREAU with Mirror, Wardrobes, Chest of Drawers, Marble-top Washstands, Tollet Glasses Cheval Glasses, Iron and Brass Bedsteads,

A GRAND PIANO by J. BROADWOOD & Sone, made expressly to stand this Climate.

One 4-wheeled PARK PHASTON, by LENNY, with a pair of WHITE PONIES and Double Set BILVER MOUNTED HARNESS. Ladies' & Gentlemen's Sedan CHAIRS.

will be sold at 4 o'clock. Catalogues will be issued prior to the Sale, and the Furniture will be on view on MONDAY, the 28th February, 1876.

TERMS OF SALE.—Cash before delivery in Mexican Dollars weighed at 7.1.7. The lots, with all faults and errors of de-Sauces, Pearl Barley, Tumblers, Pad. scription whatsoever, at purchaser's risk on the fall of the hammer. Hongkong, Feb. 14, 1876.

TOUC DE MONTEBELLO CARTE BLANCHE CHAMPAGNI Quarts, \$16 per case (1 dozen.) 5 per cent discount on 25 cases.

Bourbon WHISKEY. \$12 per case (1 dozen.) FOR BALB BY HEARD & Co. For Sale.

CLEARANCE SALE.

CAYLE & Co. will offer, on and after TUESDAY Next, the 18th Instant, the remainder of their Winter Stock at Greatly Reduced Prices, consisting of:

Winter Costumes and Polonaises. Ladies' Jackets and Mantillas. Fancy Dress materials of all kinds. Wool Plaids and Flannels. Silks and Poplins.

Wool Shawls and Cloaks. Frimmed and Untrimmed Hats and Bonnets. Fancy Wool Goods.

Lace and Linen Sets. Scarves and Sashes. Boys' Suits. Children's Dresses.

VICTOBIA EXCHANGE Queen's Road & Stanley Street.

## Shipping.

Steamers.

OCEAN STEAMSHIP COMPANY

FOR SHANGHAL Taking Cargo & Passengers at through rates for HANKOW, NINGPO & PORTS IN JAPAN.

The Company's Steamship "DIOMED" will be despatched about the 25th Instant

For Freight or Passage, apply to BUTTERFIELD & SWIRE.

Hongkong, February 16, 1876. OCEAN STEAMSHIP COMPANY. FOR LONDON VIA SUEZ CANAL.

The Company's Steamship will be despatched on or about the 26th lustant. For Freight or Passage, apply to BUTTERFIELD & SWIRE.

Hongkong, February 16, 1876. NOTICE. COMPAGNIE DES MESSAGERIES

MARITIMES. PAQUEBOT POSTE FRANCAIS. The Company's Steamship

Captain REYNIER, will be shortly after the arrival of the next French G. DE CHAMPEAUX,

Acting Agent. Hongkong, February 21, 1876.

NOTICE. COMPAGNIE DES MESSAGERIES MARITIMES.

The Company's Steamship The Carriage and Ponies, and the Plants Captain Bruner, will be despatched for SHANGHAI shortly after her arrival from Europe. G. DE CHAMPEAUX, Acting Agent.

Hongkong, February 21, 1876.

PAQUEBOT POSTE FRANCAIS.

BTHAM TO YOKOHAMA. The P. & O. S. N. Co.'s S. S. "MALACOA" will leave for the above place abortly after the arrival of the Tentrum with the next English Mail.

Hongkong, February 17, 1876. STEAM TO SHANGHAL. (Taking Cargo at through rates for

A. MoIVER,

A. MoIVER,

Reperintendent.

Superintendent.

NAGABAKI & HIOGO.) The P. & O. S. N. Co.'s S. S. will leave for the above place about 24 hours after her arrival with the next English Mail.

Hongkong, February 17, 1876.

FOR AMOY, TAKAO AND TAMSUL The Steamship "LEONOR,"

DOUGLAS LAPRAIK & Co. Hongkong, February 22, 1876.

FOR SAN FRANCISCO. The A-1 British Clipper-ship THOS, ROBERTS, Master, will load for the above Port, and

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876.

The A-1 American Ship THOS. MITHEL, Master, will load for the above Port, and "LATHLEY RICH," will have quick despatch. For Freight, apply to

VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876. FOR NEW YORK. The A-1 American Ship "HAZE, here and at Whampos, and will

Hongkong, February 1, 1876. FOR LONDON. The A 1 British Ship "SARAH NICHULSON,"
933 Tons Register, Captain SELKIRK, will load here for the bove Port, and will have quick despatch.

Hongkong, February 5, 1876. FOR PORTLAND (OREGON.) The A-1 American Ship

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876. FOR MELBOURNE & SYDNEY.

The A 1 British Bark LIMMEX, Master, will load here for the above Ports, and will

RUSSELL & Co.

Hongkong, January 7, 1876. FOR MANILA The British Ship

above Port.

For Freight or Passage, apply to WIELER & Cc. Hongkong, February 14, 1876. FOR MELBOURNE & SYDNEY.

quick despatch for the above For Freight or Passage, apply to

COMPAGNIE DES MESSAGERIES MARITIMES.

SINGAPORE, BATAVIA. AIGON, POINT DE GALLE, ADEN, SUEZ, ISMAILA, PORT SAID, NAPLES. AND MARSEILLES:

ON THURSDAY, the 24th February, 1876, at Noon, the Company's S. S. DJEMNAH, Commandant FLAMBEAU. with MAILS, PASSENGERS, SPECIE,

and CARGO, will leave this Port for the above places. Cargo and Specie will be registered ton London as well as for Marselles, and accepted in transit through Marseilles for

Shipping orders will be granted till noon. Cargo will be received on board until 4 P.M., Specie and Parcels until 8 P.M. on the 23rd February, 1876. (Parcels are act to be sent on board; they must be left at the Agency's Office.)

For further particulars, apply at the

Hongkong, February 16, 18, 6,

PRICE, \$24 PER ANNUM. 日九十月正年子丙

> Shipping. Steamers.

> > Capt. Diaz, will have immediate despatch for the above Ports. For Freight or Passage, apply to

## Sailing Vessels.

will have immediate despatch.

FOR SAN FRANCISCO.

WILKINSON, Master, will load have quick despatch as above. For Freight, apply to VOGEL, HAGEDORN & Co.

For Freight, apply to VOGEL, HAGEDORN & Co.

WHITE, Master, will load for the above Port, and will have

(Calling at Adelaide if sufficient inducement

have quick dispatch, For Freight, apply to

TH. MILES, Master, will meet

"SPIRIT OF THE AGE,"
Captain Johnson, will have

with quick despatch for the

ROZARIO & Co. Hongkong, February 9, 1876.

**限ells**. PAQUEBOTS POSTE FRANCAIS. STEAM FOR

BOMBAY, ST. DENIS AND PORT

he principal places of Europe.

Contents and value of Packages are Fee

Jompany's Office. G DE THAMPEAUX, Art no Avent.

FOR SALE.

THE UNDERMENTIONED LAND AND BUILDINGS. AT HONGKONG:-

INLAND LOT 82.—The well-known House and Offices lately occupied by Messrs A. Heard & Co., adjoining the Cathedral Com-

The Ground below the masonry retaining wall of the above, abutting on the Queen's

Annual Crown rent, \$390.48. MARINE LOT 111, WARCHAL - First-class

and extensive Godowns. Annual Crown rent, \$324. INLAND LOT 591 .- Situated on the Bon-

ham Road and one of the finest sites for Villa residences in the Colony, Annual Crown rent, \$79.78.

BARM LOT 17, PORFOOLUM, adjoining Messrs Butterfield & Swire's premises. Annual Crown rent, \$25.

AT KOWLOONG:-

MARINE LOT 4. - With a frontage of 100 feet on the Praya, and with an area of 30,000 feet. Reduced Annual Crown rent, \$10.

AT YOKOHAMA:-LOTS No. 6 AND No. 27 in the Foreign

Settlement. No. 6 is situated on the Bund, and combrises an eight-roomed Dwelling House, detached, with Garden all round, Offices, Godowns, Servants' Quarters and Outhouses, Area 1,064 Taubos of 36 square feet. Annual Ground rent, \$263.79.

"No. 27 is separated from No. 6 by Water Street and comprises large Tea Firing and other Godowns, Floss Silk Press, Compradore's Quarters, Stabling and Fire Engine House. Area, 854 Tsubos.

Ground rent, \$154.97 per annum. Applications for purchase, or further information, to be made to

J. WHITTALL, T. G. LINSTEAD, Trustees A. Heard & Co.'s Estate,

23, Queen's Road, Hongkong. Hongkong, February 1, 1876.

FOR SALE.

Es "OOEANIO."

HIS Season's American HAMS and BACON in prime condition. Smoked SALMON. Golden Gate Baker's EXTRA FLOUR

in Barrels and Tins, MACEWEN, FRICKEL & Co. Hongkong, February 19, 1876.

#### intimations.

NOTICE IN EXPLANATION OF A SLANDER.

HE principles of right or wrong will reveal themselves in course of time. and this saying is clearly set forth in the History of China. When undue reliance is placed on statements by word of mouth, a good argument is always wanting, and this is what the Book of Changes has always guarded people against. If a man is not guilty of anything seriously wrong, is it likely that he will submit himself to be

With regard to Lai Ming Chun, he is indeed a bare-faced fellow, and one who has no regard for anything. On the 27th day of the 10th Moon last year (24th November 1875), he slandered Messrs. Tsangshun Yee and Woo Lin Tak by falsely accusing them of being engaged in the nefarious trade of selling people for the purposes of emigration, and that in their transactions they were in fact kidnappers. And finally, he recorded the same in the Town Wan Yat Po, (The Universal Circulating Herald), so that Messrs Tsang and Woo had thought of suing him before the local authorities, so that he might be punished for libelling people's character. Fortunately for him, however, Lai Ming Chun learnt in time of his own wrong in slandering the character of good men, and now he has voluntarily consented to pay the penalty of bearing the legal expenses in the sum of \$600, and to pay also (into the poor box) \$25, for the relief of the Hongkong poor; also, from his own funds, to pay the costs of inserting in the Chinese and foreign newspapers, three of each, for the period of one month, an article, in order to redeem himself from what he has been guilty of. But this, nevertheless, would not actually be sufficient to cover the enormity of his sin. The Teason why Messrs Tsang and Woo condescended to these terms was because they had been advised by intimate friends, who urged that, inasmuch as both parties were Chinamen, how could they, Messrs Tsang and Woo, have the heart to see him (Lai Ming Chun) put in a gool of the foreigner? So that it would be far better that they should forgive him, but inflict a small penalty by

It so happened, luckily, that Blessra Tsaug and Woo's magnatimity proved to be as expansive as the sea and as capacious as the ocean, and it was thus that the matter was put an end to. This is sufficient to shew that Messro Teang and Shunare peaceful and quiet men, and that they have done a very good act. But Lai Ming Chun is a man who is very much conceited (tit. \* the night pedestrian who thinks a great deal of himsel'), and one who falsely dilates in satire and raillery. He began life in a very mean position, and is not of a respectable family (lit. the descendant of the pure and white). While in a menial position, he, moreover, offends his supsriors. Therefore it would not be arbitrary were he to be banished beyond the frontiers, nor would it be too much were he to be put to the sword (lit, under the BAS). Now that he is only fined in so small a stim, it is indeed his good fortune that he has escaped greater consequences. ONE WHO UPHOLDS JUSTICE.

way of a small warning.

Hongkong, 19th Feb., 1876. "This has reference to a Chinese story, which, in its moral, is very similar to the Frog and Bull story in Æsop's Fables, Translator.

MAN'S character should be judged from what it has been before, and by that means clegance or worthlessness can be discerned. A story should be judged by its true or false bearings, so that right and wrong may be distinguished. These remarks apply to the case in which Messra-Tanng shun Yee and Woo Lin Tak were, on

the 27th day of the 10th moon last year (24th November 1875), slandered by Lai Ming Chun.

Mesers Tsang Shun Yee and Woo Lin Tak have been residing for more than ten years in Hongkong and have always been employed in representing Nam Pak Bongs in their transactions with foreigners. While their character stands high, their conduct is excellent, and they have for a long time back been respected by both Chinese and foreigners. They have not only not borne a name that is approaching to anything improper, but they have not in the course of all their actions done anything Unexpectedly, however slander came upon them unawares, but of course, when virtue stands high, repreach will come. They were therefore falsely charged by Lai Ming Chun's letter, which was void of all truth, with selling people for emigration abroad. They are indeed labouring under a false imputation from which it is now difficult for them to clear themselves. Our office, therefore, in punishing Lai Ming Chun for having done what he ought not to have done, orders him-and he consents-to pay the sum of \$600; the amount of legal expenses; he has also by way of punishment to pay \$25 into the Poor Box for the benefit of the Hongkong Poor. He is further punished by having to pay the expenses of advertising in the Chinese and foreign newspapers in the Colony, three of each, for the period of one month, a notice which will bring before the public his sin in this defamation. Reparations like these will, perhaps, allay in a measure the indignation which Messrs Tsang and Woo feel.

When a man finds fault with others he ought in the first instance to enquire whether he himself is unblemish. Now Lai Ming Chun, as a man, one who is numbered smong. the gentry, nor is his name pronounced by Daylight. the lips of the illustrious. Yet he falsely. dilates in slanderous language and spreads diffusedly by word of mouth stories to the defilement and pollution of (the good name of) Messrs Tsang and Woo. It was right therefore that Mesers Teang and Woo sought to sue him in the Courts of Justice, and he was on the eve of being punished by the utmost penalty of the law. Fortunately, however, Mesara Tsang and Woo's magnanimity is expansive as the sea and as capacious as the ocean, and they deal with people liberally; with that end in view, they therefore prefer, instead of punishing him, as he rightly deserves, to forgive him of the enormous orime of which he has been guilty. Having ceased litigation now, they have no resentment against any one, and by so doing, they cherish the friendly tie that exists amongst the Chinese clans. They have also shewn that in doing this they are inflicting a lenient punishment for the sake of a great warning. They are indeed fully sustaining the benevolent principles of the greatmen, and for this act of theirs, may the happiness (or good fortune) of Messra Tsang and Woo never grow less,

THE UNIVERSAL CIRCULATING HERALD (ISUN WAN YAT PO) Hongkong, February 19, 1876.

KRUPP'S CAST STEEL WORKS, Essen (Germany.)

Sole Agent for Clina, F. PEIL,

HONGRONG, SHANGHAI, OOLOGNI (Germany.)

To Let.

TO LET.

With Immediate Possession.

TIWO Dwelling Houses and Offices, Nos. 14 and 16. Stanley Street, lately in the occupation of Messrs RAYNAL & Co. The House No. 35, Wellington Street,

lately in the occupation of Messrs Rose The Dwelling House and Offices, No. 1, Stanley Street, lately in the occupation of

Mesars Drever & Co. The Dwelling House No. 4, Alexandra

The Store and Dwelling House, No. 31, Queen's Road, lately in the occupation of MISS GARRETT. The House and Offices No. 3, D'Aguilar

Street, lately in the occupation of Mr F. DOUGLAS LAPRAIK & Co. Hongkong, December 20, 1875.

TO BE LET. TITTH Possession on 1st March next, the commodious and centrally situated Dwelling House at present in the occupation of Dr. O'BRIEN.

For all particulars, apply to ROBERT G. ALFORD, Surveyor, Club Chambers, Hongkong, January 29, 1876.

TO LET. TRIEST Class STORAGE, GODOWNS,

on the Praya. Apply to TAYLOR & THOMPSON.

Hongkong, November 20, 1875. TO LET.

TTOUSE No. 5, Zetland Street. DAVID SASSOON, SONS & Co. Hongkong, February 5, 1876.

### Notices to Consignees.

NOTICE.

TO CONSIGNEES OF OPTIONAL CARGO, EX O. S. S. CO.'s S. S. STENTOR, FROM LIVERPOOL.

CHIPPING Orders must be obtained from the Undersigned not later than the 26th Inst., for shipment per S. S. Diomed. BUTTERFIELD & SWIRE,

Agentes Hongkong, February 16, 1876.

BRITISH BARK MARINA, FROM LONDON.

MONSIGNEES of Cargo by the above named Vessel are regilested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods. Cargo impeding the discharge of the

vessel, will be landed and stored at Consignees' risk and expense, ARNHOLD, KARBERG & Co.,

Hongkong, February 4, 1870,

Notices to Consignees.

GERMAN STEAMSHIP "BELLONA. TICHMEYER, Master, FROM HAMBURG VIA SINGAPORE.

MONSIGNEES of Cargo by the above Steamer are hereby informed that their Goods are being landed and stored at their risk in the Godowns of the Undersigned, from whence delivery may be ob-

Consignees wishing to take their Goods from the boats alongside the Wharf, are at liberty to do so. Goods remaining in store after the 24th

Instant will be subject to rent. Optional Cargo will be forwarded unless notice to the contrary is given until 12 o'clock on the 15th Instant.

Bills of Lading will be countersigned by WM. PUSTAU & Co.,

#### ·To-day's Advertisements.

Honkgong, January 14, 1876.

FOR MANILA. The French Steamer "GUNGA,"

GARCEAU, Master, will be despatched to the above Port on SATURDAY, the 26th Inst., at Noon. For Freight or Passage, apply to REMEDIOS & Co.

Hongkong, February 23, 1876. FOR SWATOW, AMOY & FOOCHOW.

The Steamship Captain Punchard, will be despatched for the above Ports on SUNDAY, the 27th Instant, at

For Freight or Passage, apply to DOUGLAS LAPRAIK & Co. Hongkong, February 28, 1876.

FOR COOKTOWN. The British Steamer " MECOA. Captain Johnson, will load here for the above Port, and will leave on MONDAY, the 28th Instant, For Freight or Passage, apply to HOP KEE.

Hongkong, February 23, 1876. FOR SAN FRANCISCO. The American Ship "SUMATRA."

MULLIN, Master, will load here for the above Fort, and will have early dispatch. For Freight, apply to RUSSELL & Co.

Hongkong, February 23, 1576. FOR PORTLAND. The A 1 German Bark "CENTAUR,"

OFFERSEN, Master, will load here for the above Port, and will have immediate dispatch. For Freight, apply to RUSSELL & Co.

Hongkong, February 23, 1876.

FOR HAMBURG. The A 1 German Barque "NICOLINE," 313 Tons Register, Captain AHLMANN, will load here and

at Whampos, and will have quick despatch as above. For Freight, apply to ARNHOLD, KARBERG & Co.,

Hongkong, February 23, 1876.

NOTICE.

HONGKONG & SHANGHAI BANKING CORPORATION.

TAR. JAMES GREIG having been granted leave of absence, Mr Thomas JACKSON will, until further notice, act as Chief Manager of this Corporation. By Order of the Court of Directors,

JAMES GREIG, Chief Manager.

Hongkong, February 29, 1876.

NOTICE: TR. LEUNG TSUNG alias Onti Shun, lately an employe in the LEE CHING Shop, No. 24, Queen's Road Central, Hongkong, has not been employed there this year, and if he goes to any shops to get money, goods, &c., the Undersigned will not be held RESPONSIBLE for any Debts contracted by him. This Notice is given in order to prevent any future dispute.

LEE CHING SHOP. Hongkong, February 23, 1876.

TO LET. TTOUSE No. 1, Alexandra Terrace, I Furnished.

Apply to M. STOUT.

Hongkong, February 29, 1876.

### BHIPPING.

ARRIVALS. Feb. 22. Ferdinand, German barque, 416, H. Holles, Cardiff Oct. 13, Coal. MELCHERS & Co. Feb. 22, Emma, German barque, 340,

H. J. Grace, Macassar Jan. 12, General. WM. PUSTAU & Co. Feb. 23, Yesso, British steamer, 559, E. Punchard, Foothow Feb. 20, Amoy 21, Swatow 22, General .- D. Laprair & Co. Feb. 28, Crosits, British steamer, 1300, R. H. Joy, Shanghai Feb. 20, Ballast.

WM. PUSTAU & Co. Feb. 23, Fuyew, from Canton. Feb. 28, Egeria, British gun vessel, 727 Castle, Manila Feb. 19.

DEPARTURES. ob. 28. Chtops, for Salgon. 29, Amoy, for Shanghai. 28. Hailoong, for Swatow, &c. 23, Bemeralda, for Amoy. 28, Novelty, for Melbotime.

CLEARED. Asie Mineure, for Salgon. Fu Shing, for Foothow. Criterion, for Manila. Fuyew, for Shanghal. Luchiel, for Tientain.

PASSENGERS. Antiver .- Per Yesso, Mr and Mrs Lind Messrs Beasley, Bruce, Datling, D'Athoux, Marcal, and 146 Chinese. Per Crucus, from S'hai, Mesara Fraser

and Lieslie, and & Chinese. DEVARTED, -- Per Cheops, 30 Chinese. Per Hailsons, & Oblinese,

SHIPPING REPORTS. The British steamer Crocus reports: fine

weather throughout. The British steamer Yesso reports: from Foothow, to Swatow fresh mousoon and dark cloudy weather, thence to port light Northerly winds said cloudy. In Foochow: H.M.S. Midger In Amoy: H.M.S. Lapwing, Germ. frigate Ariadus, atrs. Formosa, and Ogean. In Swatow: steamers Ningpo,

Riga, Swatow and Hochung. The German barque Ferdinand reports: left Cardiff 13th Oct. Crossed the Equator 14th Nov. in long. 29 W. Passed Cape of Good Hope in lat. 44 S. Had moderate weather till reaching Ombay Passage, on the 21st January, when had a very severe gale from W. N. W. splitting some of our sails. Passed the British barque Truth on the 28th January, "and the German ship Herrmann, from Cardiff bound to this port. Had generally fine weather remainder of

POST OFFICE NOTIFICATIONS. MAILS WILL CLOSE:-

For SWATOW .-Per RAJAH, at 11.30 a.m. To-morrow, the 24th Instant For YOKOHAMA & BIOGO. Per COLUMBIAN, at 9.30 a.m. Friday,

the 25th Instant, instead of as previously notified. For COOKTOWN & SYDNEY .-Per LYEEMOON, at 31.30 a.m. on Saturday, the 26th Instant. For BANGKOK .-

Per RAJANATTIANUHAR, at noon on Saturday, the 26th Inst. For COOKTOWN .-Per MEUCA, at 1.30 p.m. on Monday, the 28th Instant.

MAILS BY THE FRENCH PACKET .-The French Contract Packet DJEMNAH will be despatched on THURSDAY the 24th Justant, with Mails to and through the United Kingdom via Marseilles; to Europe, Saigon, Singapore, Galle, Australia, New Zeaand, Aden, Seychelles, Reunion, Mauritius, Suez, and Alexandria. following will be the hours of closing the Mails, &c. :-

Wednesday, 23rd .-5 P.M., Money Order Office closes, Post Office closes except the Night Box, which remains open all night.

Thursday, 24th .-A.M., Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence. 10 A.M., Registry of Letters ceases. 11 A.M., Post Office closes except for Late

(11.10 a.m., Letters (but Letters only) addressed to the United Kingdom or to Singapore may be posted on payment of a Late Fee of 18 cents extra postage, until 11.30 A.M., when the Post Office CLOSES

ALFRED LISTER. Postmaster General General Post Office.

Hongkong, February 10, 1876. MAILS BY THE UNITED STATES PACKET. The United States Mail Packet OCEANIC, will be despatched on WEDNESDAY.

entirely.

Malls-MAILS BY THE ENGLISH PACKET .-The English Contract Packet GOLCONDA will be despatched with the Mails for Europe, &c., on THURSDAY, the 2nd March.

the 1st March, at 3 P.M. with the

### MEMOS. FOR TO-MORROW.

Shipping. Noon .- French Mail leaves for Ports Call and Europe. Goods per Bellona undelivered after this date subject to rent.

Miscellaneous. Noon,-Local Banks close for public business.

Hongkong Races. - First Day. Amusements. 9 p.m.—Opera Comique at City Hall.

The publication of this issue commenced at 8,20 p.m.

## THE CHINA MAIL.

HONGKONG, WEDNESDAY, FEB. 23, 1876.

EXTERRITORIALITY. subjects to which the newly-established press of countries like China and Japan devote themselves should be the exterprinciples of that law being applicable. Vattel, Wheaton and others did not specify, for instance, that truthfulness must be observed regarding public agreements, or that torture must not be used and had abolished the other. Of this fact the Chinese and Japanese, thanks to Peans. the blundering instructions of well-meaning friends, naturally lose sight. Esnecially does this apply to all matters which concern territorial rights. while we claim and exercise the fullest juri diction over all individuals living on our soil, we deny a similar right to himself. In both countries writers are the much-vaunted "justice" of Europeans Nor until foreigners equally able Ludlam, Scott, Sheppard, Cornabe, and as jurists and linguists devote their attention to writing essays on the subject in Chinese and Japanese will the popular misconception on the subject coase.

native view before his readers. marking that "one thing only destroys the honour of our empire of Japan, and it is that the power of judgment and government," it says, "we must put down the extraterritoriality right, which tramples on our empire and inflicts great trouble upon us." And it supports its contention in a very able manner. Asserting, what no foreigner will deny, that Japan is an independent state, urges that an independent state exercises jurisdiction over all persons, native or foreign, residing within its jurisdiction. If it does not, it is not independent Moreover, it urges, assuming that the exterritoriality laws are just, they not act equally. A foreigner always clined to admit, is true, inasmuch as his mere residence at all is, in native eyes, a favour for which there is no reciprocity. The Hochi Shinbun goes on,-

our country? Merely to make large profits and big fortunes. So, a part of their freedom might reasonably be taken away from them, since they are allowed to live in a country other than their own. ... a reason in justification of their non-submission to our laws, all foreigners say that Japanese law is imperfect. Oh, what an absurd excuse! Is there any country in the rious officials be raised, and an entire change world, whose laws are perfect? We know very well that there is none. But those of every country are composed according to the extent of its civilization and the customs and vasion into China, it says the boundaries of manners of the nation. Of course, it is so with ours. ... There should be laws and regulations in Japan; which should be gradually improved. But as long as natives obey them, foreigners in this country must obey them also. As we have said above, they ought to lose a part of their liberty for the privilege of obtaining a large benefit. The reason for opening up trade with foreigners was to promote the welfare of the nation, -as well as the convenience of sue of the Daily Press) comments on the Europeans and Americans. In other words, it was commenced to obtain advantages for all nations. But it is very unfortunate for us that the advantage has fallen only into the hands of foreigners.

What is the object of foreigners living in

And it then goes on to argue that if foreigners will not comply with Japanese law, they should quit the country. Of course the only real reply to this is that we hold our position in virtue of superior force. But our diplomatists (unfortunately, as we think) are, especially in China, ever seeking to impress upon the native mind that it possesses sovereign rights, and instead of imposing such conditions as we find necessary, negociates as with equals. What wonder then that the more intelligent Chinese and Japanese are beginning to recognize the contradictoriness of our action, and to resent it as very like an attempt to cover coercion by a pretence of voluntary cession on their part?

It lies with thoughtful and influential

Europeans to some extent, but more

especially with the native press of both-

countries, to impress upon the native mind that the reciprocity they seek in yesterday. the way of mutual submission to the laws of the respective powers interested can only be granted by us on the con- 20th instant, with some 3,300 chests opium dition that the codes to some extent for the Straits and this port. assimilate. Torture, imprisonment which amounts to brutal punishment, bribery and corruption on the part of law agents of all grades, &c., must be abolished before we can allow our countrymen to be subject to native administration. Such articles as that above quoted will do no harm if they lead the statesmen who read them to ponder on this fact. Of Japan indeed we have strong hopes, Everything is possible to the nation which could change its system of Government, hallowed by the traditions of long ages past, in a single day, abolition of a state religion was a more dangerous experiment than the establishment of a humane yet effective code of law. We understand that eminent western jurists have already been consulted on this subject, and that time alone is wanting to see changes which will result in placing Japan on a level far above her present position. Of China we cannot speak so hopefully. Her administration is so vast and cumbrous that its It is not surprising that one of the first | mere geographical extent imposes difficulties to which the thirty millions of Japan are strangers. And when we add to this that her conservatism is ritoriality regulations. The fact that far more deeply rooted, while her execuforeigners should be able to reside in tive is feeble in proportion to its ramifitheir respective territories, without being cations, the outlook is by no means subject to native law, naturally excites bright. That some change must, in the the indignation of people to whom we natural course of events, soon take place territorial sovereignty while denying effected as in Japan by the voluntary their exercise in a most important par. act of able and despotic statesmen, or ticular. One great flaw in fact in both under pressure of a revolution which the Chinese and Japanese translations of overturns the existing order of things, the standard authorities on international is uncertain. We fear the latter, while law is that no mention is made in them we hope the former. Meantime, if the certain essential conditions to the newly-born press is faithful to its important mission, it may do much to pave the way for those reforms which will render the exterritoriality clauses of the various treaties any longer unnecessary, and to be remembered only as temporary to aid so-called justice, because the people expedients only to avoid inevitable diffifor whom they wrote observed the one culties during the early days of free intercourse between Asiatics and Euro-

## THE SPIRIT OF THE MORNING

PRESS. Co. v. Benecke, Southay & Co. Will probably be concurred in by the Community. The 9, Mecca, 20,600 picula. beginning to ask if this is a specimen of decision will, as a matter of course, unless reversed on appeal; prove beneficial to the general body of creditors, though at the ex- Chinese Trading Company. It is called pense of Mesers, Benecke, Souchay & Co. the Wang Yven 宏遠. The capital is With that firm, of course, a good deal of to be 300,000 taels, divided into 300 shares sympathy is felt. They are losers to a con- at 1,0.0 taels each. 500 taels each share A writer in the Hochi chindun of siderable amount by it, but there is no help are to be paid up by the end of the Second

Yokohama has very forcibly put the for that. The judgment delivered is a sound interpretation of the law and is not at all likely to be reversed, as the Judges have given the case long and careful consideration. - Advertaxation is entirely wielded by our own ting to the state of Formosa, it remarks that "it is gratifying to notice that, though long delayed, some measures for reorganising the system of government in the island are about to be inaugurated. By a decree in the Peking Gazette of the 18th January, a prefecture and three district magistracies are created, and various other necessary and salutary changes made, which will, there is reason to believe, tend to establish better order. The principle that the Governor of Fohkien shall reside a portion of the year in Formosa is adhered to." The Press is pleased to noenjoys the advantage. This, we are in- tice any indication shown by the Chinese Government of a desire to fulfil its responsibilities in connection with this fair and fertile, but, for the greater part, still unreclaimed island.

THE HONGKONG NATIVE PRESS.

The Chinese Mail comments on the recent measures adopted by the Canton Vicercy to put down gambling, and says nothing can be permanently effective until the pay of the vamade in the fiscal arrangements of each department. Commenting on the Russian inthe two countries have been clearly defined by Treaty, and any violation of it can be made the subject of a discussion between the Russian Minister and the Tsung-li yamen. It thinks China should guard her frontiers

with increased garrisons. The Chung Ngoi San Po (the Chinese ismemorial by two Censors on the improper means employed in the collection of the land tax in China. It hopes the Mandarins willfollow strictly the Imperial injunction issued

on this occasion, The Universal Circulating Herald has no editorial in this issue.

### LOCAL AND GENERAL

THE cases before the Magistrate to-day were few and uninteresting. ---

THE French barque Boreal has gone on the MacDonnell slip.

WE learn by H. M. S. Egeria, which arrived to-day, that the Audacious is at present at Saigon.

WE learn from the agents that the S. S. Oxfordshire left Singapore for this port

THE Indian packets left Calcutta on the

THE premium for bank notes has gone up still higher. It is quoted to-day at \$7.50 to \$8 per thousand. Clean Mexicans stand at \$12, while Australian sovereigns have gone up to \$5.08 each.

THE coming races naturally occupy everybody's attention just now, to the exclusion of all other matters. To-morrow will settle many a doubt, and it may be astonish a few of the knowing ones. Fine weather is predicted by the weather-wise, and the course is in fairly good order; the recent light rains have not materially interfered with its springiness, and the jookeys will have no cause to complain, if a downpour does not intervene. The principal fear seems to be lest the favorite should carry all before him -sgainst which it may be remarked that he of course cannot possibly run for all his entries. Teenkwang, Black Satin, Benachie, Cherokee, Kreutzer, Talapoosa, and Coronet, all seem to be rather in favour, and stand a chance of giving a good account of themselves. White Friar is regarded by most judges as the best of the griffins, and is expected to be well in front for the Derby. Altogether the prospects of a pleasant meetcarefully teach the inherent rights of is certain; but whether that will be ing are by no means blank, and the community will doubtless muster in their accustomed force.

THE Salgon Chamber of Commerce gives the following total exportations of rice from that port for the year 1875 :- In 108 sailing vessels, 1,100,297 piculs; in 216 steamers, 4,867,165 picula j total, 5,467,462 picula. Over half of this total was exported during the four months of February, March, April and May.

The following are rice cargoes to Hongkong from Saigon during first half of present month (-Jan. 81, Estepona, 18,000 piculs; Feb. 1, Pardo, 22,500 piculs; 1, Pernambuco, 20,500 picula; 1, Edmond Gressier, 7,500 plouls; 5, Ly-ec-moon, seems very hard to the Asiatic that, THE Press remarks that the judgment in the 9,000 picule; 5, Thingvalla, 39,000 picule; case of the Trustees of Augustine Heard & 8, Penguin, 81,500 plculs | 8, Peiho, 5,8 0 picula; 8, Montgomeryshire, 88,000 picula;

WE have seen the prospectus of the n w

Moon, so that operations might be commenced in the Third Moon. One half of the Capital is to be remitted to London, while the other half is to be kept in China for advances on goods consigned to England by dealers in tea and silk. The centre of business is in London, but the head office. we presume, is in Shanghai. There are to be branch firms both in Hongkong and Foochow. Besides doing the usual business of merchants and commission agents, the Company will act as agents for the Chinese Government abroad, so that any armament, ships of war or machinery wanted by the Government will be bought It is contemplated Company in New York, when it becomes expedient.

RUMOUR is already husily occupied in pro- | 20, 1875, Mr C. Parker, the then resident viding a suitable occupant for the post of Registrar of the Supreme Court. Our able and worthy junior Magistrate has been spoken of as a likely successor to the late Mr Alexander; and, so far as his capabili; plication was, that a No. 2 account was ties are concerned, it would, we think, be opened between Aug. Heard & Co. and the difficult to find a better man. Such an appointment, however, would leave an im- on this account for \$19,000, and certain portant position to fill in the Police Magis- securities passed into hands of the Corporatrucy; and who is to fill it? Rumour tion in the following manner. On the same again at once names our respected Inspec- day March 20, Mr Parker sent a letter to tor of Schools, who, though his fitness has been amply proved by his experience as Coroner, has steadily refused official employment outside of his own depart-But supposing he were induced to ascend the magisterial bench, who are to do the duties of Head Master and Inspector of Schools? To this question rumour has as yet given no answer.

#### CHORAL SOCIETY'S CONCERT.

The Concert given by the Hongkong Choral Society last night, taken as a whole, was unquestionably one of the best of the many musical entertainments for which the community have to thank this hardworking and painstaking association. That it possessed some features on which prodeserve infinite credit for the manner in ing pleasant surprises, will not be for a moment denied. The attendance, probably shares such as it is entitled to make availowing to the uninviting weather, was not, so large as usual, but this was compensated perfectly balanced, and its careful render- | chasers under Article-, Section 28. These That it was not encored was probably be- hinges. cause of the lateness of the hour.

Of the remaining pieces on the programme, the bass solo "Jagdlied" was sung by the Deed of Assignment, the balance on the an amateur possessing a fine rich voice. whom we hope to hear again soon, duet "Recordare," from Verdi's "Rethough a very trying piece of music, and somewhat mournful for a mis- | Corporation ranked as oreditors up to April cellaneous concert, went off fairly well. 30th in respect of the deficiency on certain "The Tar's Bong," quartette, was marred | bills they held secured on produce, and the by the two tenors, and the defects were the more patent that there was no accompani- | would prevent the Trustees from asserting

The unpublished portion of the programme was, as usual, the richest. Those | General admitted, as I understood, that, i even better than ever on this occasion; and ment paid her by Miss Kennedy at the conreally fine music.

by a gentleman well known in Shanghai. merely an overdraft. The first was "Les Rameaux," a romanza by Faure, sung with the most intens: feeling and with wonderful power. Having but one I think which is easily rebeen vociferously encored, he gave another | conciled. Mr Parker, probably ignorant of solo from Rossini's " Otello," which was the prohibitions of the Ordinance against equally well sung and applauded. This an advance on the security of shares, gentleman fairly took possession of the house," and it may be said that he post more or less in view. Whilst Mr Greig,

We may safely say that all the empty chairs | \$22,000 was first proposed by Mr Parket, represented so many lost opportunities of but some of the securities named were redefaming to a high-class minical trepts

SUPREME COURT. IN ORIGINAL JURISDICTION. Before His Lordship Mr Justice Snowden. 23rd February, 1876.

WHITTALL AND ANOTHER, TRUSTEES OF THE ESTATE OF AUG. HEARD & CO. v. THE Horgkong and Shanghai Banking CORPORATION.

This is a suit brought by the Trustees of the late firm of Aug. Heard & Co. against the Hongkong and Shanghai Fanking Corporation to obtain the restoration of 130 shares of the Bank, which they allege became vested in them as such Trustees on April 19, 1875; the date of the deed of assignment; or, (the shares having been sold) to recover the price obtained for them with damages, or to obtain any other relief the circumstances of the case may require. The firm of Aug. Heard & Co. failed April

a firm in connection with this 19, 1875. Up to that day they were the registered owners of these 130 shares. The firm had an account current with the Bank which was not overdrawn at the time of the transaction in question. On March partner and manager for Aug. Heard & Co., called on Mr Greig, the manager of the Hongkong and Shanghai Bank, and applied for an advance. As described for the present in general terms the result of the ap-Bank. Mr Parker was authorized to draw Mr Greig, announcing that he had drawn a cheque on No. 2 account for \$13,000 as ar-

ranged, and that he enclosed as security for the said account blank transfer for 130 of the Bank's own shares; and the sorip for the same. On the same day, in another letter. Mr Parker informs Mr Greig that he had further drawn on No. 2 account the sum of \$6,000 as arranged, and enclosed blank transfers and scrip for 25 Victoria Fire Insurance Company's Shares, and 60 clongkong, Canton and Macao Steamboat Shares. These last; mentioned shares may be at once dismissed from consideration, as it is ad mitted that an advance of \$6,000 was made upon them as a security, and they were redeemed by Mr. Parker. The whole question before the Court is the nature of the transaction as regards the 130 Bank Shares. Was it an advance on the security of the shares, which is forbidden most positively fessional critics might pass severe strictures, by Arts. 14 and of the Deed of Settleor at the presence of which even amateur | ment in accordance with Sect. 10 (condition critics might take objection, may be at 5) of the Hongkong and Shanghai Bank once admitted; but that the Committee | Corporation Ordinance, as is contended on behalf of the Trustees ? Cr. is it merely a which they fill up sudden gaps by furnish- cash advance in respect of which under Art, 28, the Bank Corporation have a lien on the

able as a first charge by a sale ? This article No. 28 makes the transfer of for in a measure by the keen appreciation | the shares under such a sale good, authorizes of the programme as the concert proceeded. the Corporation to retain and apply the To our mind the first part of the pro- monies arising from such sale, and in the gramme was perhaps a little too ponderous, event of an action being brought against the and might have been made more effective Corporation by such shareholder for the by the selection of one or two pieces with recovery of dividends or profits of such a little more sparkle in them. Opening shares, the Corporation may plead that instrumental quintette, the provision in justification. It concludes playing of this piece was somewhat marred with a provise that nothing contained by the unfortunate snapping of a string in it shall by implication or otherwise by the first violin; but the general effect authorize the Corporation to advance money was otherwise good, as was expected from on the security of any share, mea :the able amateurs now so familiar to ing of course shares of the Corporation. The Hongkong audiences. The Choruses were plaintiffs, the trustees, demanded delivery certainly much better sung than on many of these shares at first in a private correprevious occasions. There was more stea- spondence. In a letter, dated Sept. 9th diness, more attention to expression, and 1875. Mr Linstead asserts his rights as altogether more painstaking care evident trustee, and points out that at the date of throughout. "Lift up your heads" was suspension Augustine Heard & Co. were given with great care and strength, though oreditors of the Bank. Mr Greig replies the bass voices (now very strong) were in a letter of the same date and refuses almost too much for the altos (nearly al- to surrender the shares, taking his stand ways too weak in numbers). The new ar- upon Art. 28 or Art. 50. The latter emrangement of the platform was a decided powers the Court of Directors to refuse to improvement, and we trust it may be con- Transferree without assigning a reason. tinued in future performances, though we Mr Greig in this letter gives his version feel tempted (in violation of well-known of the transaction between himself and Mr rules) to suggest that the altos find shelter | Parker. He says it was a permission to nearer the tenors. It must not be forgotten, overdraw on No. 2 "to the extent of however, that the altos aquitted themselves \$13,000. That the scrip and transfer were admirably in " How lovely are the Mes- sent without a rangement, that the holding Considering that Mr Hurst, the of the scrip was precautionary." On Oct. new conductor, is but a recent arrival, it 15th, Mr Greig writes to the plaintiffs toaugurs well for the success of the Society inform them that Bank shares having that he succeeded in wielding the baton so advanced he had deemed the opportunity ably on this occasion. In the third chorus, not unfavourable to sell, and that he had "The Marv'lous Work "-the opening solo | sold, and that he held the "proceeds to which was sung with considerable power | \$13,536.88 against the Bank's claim on the -all the parts were rendered with great estate of the late firm." A correspondence spirit and accuracy. But the beautiful then ensued between Messrs Caldwell and music of "La Carita" furnished the occa- | Brereton, who put forward the grounds on sion for the most marked triumph on the | which the trustees rest their demands, and part of the chorus. We have seldom heard Mr Greig who informs them that the shares chorus sung with better effect in this part had been sold, and the proceeds held of the world. Besides being prefaced by a lagainst the claim of the Bank on the estate solo sung by a well-known and gifted lady of Augustine Heard & Co. The shares amateur as she only can, the parts were were sold and transferred to three pur-

ing was the choral success of the evening, are the principal facts on which the question It was made a strong point in favor o the plaintiffs that on April 19th the date of general account was against the Corporation. But this does not seem to me material, because by a subsequent arrangement made between the Trustees and the Corporation, the amount realized. This it seems to me that the Corporation were not creditors on April 19th. Besides the learned Attorney who have heard the lady amateur-and who | the law of the case would support the has not 1-to whom more than any other | transaction in question, the circums ances the Choral Society owes the success of their | would do so. But it was contended on poncerts, need not to be told that she saug behalf of the plaintiffs that even if the charmingly. But to our mind she sang transaction between A. Heard & Co. and the Bank came within the scope of Article we were pleased to note the graceful compli- 28, it was only doing judirectly that which the next Article probibited doing directly, clusion of herfirst piece, after which she good- | and that Article 28 must be considered naturedly responded to an encore. We must repugnant to the laws of the Colony, meannot omit to mention the remarkable feeling ing the prohibitory portions of the Ordinand sympathy with the singer evinced in | ance and Deed of Settlement, and that, the admirable accompaniments to the songs, although approved by the Governor and of the lady referred to, which materially certified, it could not protest a transaction added to the pleasure of listening to this which is in its nature an advance on shares of the Company. It is necessary, to con-In place of the violoncello solo (which | sider the facts immediately connected with was greatly missed), a tenor solo was sung the advance, for advance it was, and not

There is an apparent difference in the statements of Mr Parker and Mr Groig. clearly bad such an advance and no hingsessed voice sufficient to till the entire intimately acquainted with all its provisions kept in mind that Article 28 gives a lien on Altogether the Concert was so good that shares for cash advances. An advance of jected, and \$19,000 agreed upon. He says

view of the matter, for this reason. Two of trover being maintained if there is a cheques were drawn, one for \$13,000 ap- wrongful conversion." This last expression propriated to the Bank share certificates carries the law further because it is an with which it was sent to Mr Greig-the authority that the original illegality of such other for \$6,000 appropriated to the ad- a transaction does not affect any right of vance under security of the Victoria Fire action a party to the illegal transaction may Insurance Company, and the Hongkong, have against third parties. Lord Justice O. & M. Steamboat Co.'s shares. If, as Mr | Mellish, without expressing an opinion, Parker thinks, the advance was not appor- glauces at the palpable effect of these proto see why he drew on the account opened great difficulties." He auggests the Crown in amounts exactly corresponding with the might take advantage of a violation of such estimated value of the different sets of a provision to forfeit the charter. By Sect. securities. Mr Parker sent the certificates 27 of the Hongkong Bank Ordinance, if for the other defendants, the children of the with the cheques, but I do not find that the company shall not have well and truly testator. he did so in compliance with any agree- maintained, abided by, performed, and obment; Mr Greig says there was none made, served all and every of the rules, orders. and why Mr Greig should agree to advance provisions, and directions contained thereon shares, unless it was to parade his defi- in, or in the deed, then it shall be lawful for no other reason.

as a precaution, as he says in his letter, and | virtually repeal the provisions of another, It only remains therefore to consider whether the advance was practically and by implication an advance on shares forbidden by Article 29 and the provise of Art. 28, and so even if admissible by the general terms of Art. 26 repugnant to the policy of the Bank Ordinance and ultra vires of the directors. It would be a waste of words to point out at length the vast importance of maintaining at any cost in its full integrity the policy of preventing a Bank from lending money on its own shares. Such a practice is I have no doubt contrary to every rule of sound banking. It limits that area of liability to which creditors and customers look. In times of difficulty and trouble, if this system has been practise, a refusal to make an advance becomes in the belief of the outside public a test of a Bank's stability. as ganged by the opinion of its own Directors. Moreover, a mere deposit of shares as a pledge would confer no power to realize them. These evils are uppermost. persons better achuainted with banking matters than I can pretend to be, other equally strong objections will no doubt occur. At the s :me time it must be observed that to forbid a Cank making advances to its own shareholder, it a Colony like this, where every merchant or very nearly so is a shareholder, would be practically to close its doors. Therefore Art 28 permits cash advance to shareholders, but this I understand to mean an advance made in the ordinary way of business or on produce, or deposit of documentary securities or in many other wavs known to legitimate banking: It is no easy matter to draw the very fine distinction between an advance made by a manager under the consciousness that he has a lien on the borrower's shares, and an advance upon the security of those shares, as I remarked before. In the result it is impossible to separate the two because I think the illegality of the advance could not prevent the operation of the statutory lien. This difficulty I imagine gave rise to the argument that the transaction was illegal under either aspect, whether as within the scope of Art. 29 or as an advance by implication although within the terms of Art. 28. Art. 29 was I think probably intended to prevent advances to shareholders not being customers or to any person not being a shareholder who might borrow certificates from shareholders for the purpose of obtaining a temporary advance upon their security when deposited. Such a loan of securities is not an uncommon occurrence. At the date of the failure of Augustine Heard & Co., the position of affairs with respect to these shares was this. The shares were the property of the firm subject to the Bank's lien. The deed of assignment transferred to the Trustees, the rights and liabilities of the firm and neither more nor less-except that, as being in the position of Assigness in Bankruptoy, they could claim property belonging to other people if it was within the order and disposition of the Bankrupts. These shares standing in the name of Augustine Heard & Co. on the Bank's books were apparently in the order and disposition of the Bankrupts. But the case of ex parte Plant, 4 Deac, and C. p. 160, decides that such a lien as the Bank claims would prevent the operation of the order and disposition clauses. Thus, though the Bank assented to the Deed of Assignment as creditors, and the property of the bankrupt firm passed to the tiffs, the lien still covered the res s of the Bank. Then it was said that it was the duty of the Bank to close No. 2 account as soon as No. 1 account showed a sufficient balance, which would have entitled the Trustees to the shares. But the European Bank case shows that securities deposited under one account may, when that is closed, be retained to meet deficiencies in the general account. It is clear too that the No. 2 account was opened because 8 per cent, was charged on the advance whilst 1 or 2 per cent, was allowed on the credit balance of the general account It seems to be that it was the duty of the Trustees rather to see to this operation if it could have been eff. cted, and not the duty of the complainant, whose interest it was to keep the account open. The next question which presents itself for consideration is, whether the whole transaction was so illegal as to be void. It seems to me under the circumstances of this case, to be immaterial whether the advance was one coming under the prohibition of Art. 29 or not, because the moment the advance was made. a debt was created in respect of which a lien on the shares of the firm, not to be got rid of, arose by virtue of Art. 28 This view is quite supported by the language of Lord Cairns, in the case of the National Bank of Australasia v. Cherry, L. R. P. C. C. p. 308, as was cited

in argument. His Lordship speaking of

a clause in the Bank Charter prohibiting

the Bank from advancing money on the

security of lands, etc., and its offect on an

advance which had been made and secured

by a deposit of title deeds, says, "Assum-

ing that the taking the deposit on the occa-

sion of the advance would be ultra vires the

Bank in consequence of the enactment,"

But then the advance was made, and that,

as I have already said, constituted a valid

it was not apportioned between the securi- debt as between the Bank and their cus | seems prohibitory of any advance at all claims in order that they might have a locus ties. Mr Greig says, I believe I stated I tomer. In Ayres v. The South Australian under Art 28, if it mean anything. This standi, that the Court should commit the could not advance on Bank shares, but I. Banking Co., L. R. Vol. 3 P. C. C. p. article has been approved and certified by bankrupt to gaol. He made a long arguagreed to allow a credit of \$13,000 beyond 559, where a similar question arose as to the Government, and although that could the (admitted) advance on the other shares | whother an advance upon the security | not give it any effect if it were repugnant because Augustine Heard & Co. held 130 of a clip of wool was ultra virts and to the rest of the Ord. or the laws of the Bank shares. The distinction is a very could or could not be recovered, Lord Colony, I am not prepared to accept the subtle one, but still it certainly exists and Justice Mellish points out that a prohibi- invitation of the learned Attorney-General must have been, I suppose contemplated tory clause in the Bank's charter could and say positively that it is repugnant. when the Ordinance and Deed were drawn; not prevent the property passing. His have come to the conclusion that this was as Article 28 clearly recognizes cash ad Lordship says, Whatever other effect not an advance by the Company on the vances to shareholders, and gives a lien in the violation of such a condition may have, security of its own shares, and so must respect of them on shares. I am inclined it has not the effect of preventing property refuse the prayer of the petition. Judgto think that the facts bear out Mr Greig's in goods passing or of preventing an action | ment for the defendant and costs. This was a motion for an order of the Court to sell certain properties in the estate of the late Mr F. A. Rangel. Mr Hayllar, Q. C., instructed by Messrs. Caldwell and Brereton, appeared for plaintiffs; the Hon. the Attorney General, intioned at their interview, it is difficult hibitory clauses, which he says "present structed by Mr Wotton, appeared for the late Mr Alexander, the official administrator

Mr Hayllar opened the case for the plaintiffs and stated that the plaintiffs were late members of the firm of Messrs Jardine, Matheson & Co. There was a gentleman ance of Art. 29 when all the time the 28th for the Governor to repeal the Ordinance named F. A. Rangel who had been in the Sec. was giving him a statutory lien with- and declare that the incorporation granted employ of the firm. He went to England, out any deposit of shares, I iail to under to the Company shall cease. It seems to where he died in 1873. He left behind him stand. Mr Parker I think must be taken me that this may be the penalty for an in. a wife and a large number of children, some to have sent the Bank Share certificates, fraction, but that it cannot have been in. of whom were grewn up, while some, those because it is in the common course of busi- tended that a transaction ultra vires of one by the third wife, were still minors. Mr ness to do it, and Mr Greig detained them | rule No. 29 (a prohibitory rule) should | Rangel owned a large amount of property the Colony, which was situated chiefly in Hollywood Road and Staunton Street. The as enabling rule No. 28 if I may so call it, As long as the firm remained in debt to the property was divided into two kinds, one Company in respect of cash advances or ba- consisted of houses in the occupation of respectable Portuguese, and the other comlances, or running bills, &c., I do not see posed of some miserable hovels from which a how the trustees could defeat the right the very small rent was derived, while a great Company undoubtedly possessed to sell at portion of the latter kind was waste ground. any time, and even without notice, the Besides this property he owned some land at shares of the firm. The Ordinance gays Wan-chai, but it was only worth little. that the shares of indebted shareholders the whole property was, however, sold in shall always be subject to the lien created the way described by the architect, a large by Article 28. Whether they stood in the sum would be realized. On the Hollywood name of Augustine Heard & Co., or of the Road property a sum of \$12,000 had been bortrustees, seems to me to be a matter of inrowed from Messes Jardine, Matheson & Co. difference. As long as a debt existed the There was no regular mortgage deed made lien existed, and could be put in force out, but the mortgage was recorded at the. This seems to me to answer the whole case Land Office. On the testator's death, the against the defendants. As to the argudebt had accumulated with interest to the ment that Article 28 is really inoperative extent of about \$15,000 now. He left by if it allows that to be done directly which will all this property to his wife and it is the intention of the whole Ordinance children, and appointed the plaintiffs as to prevent in the same way as in the case of Riche v. The Ashbury Railway Carriage executors. Owing, however, to there being only one of them, Mr. Whittall, still in the & Iron Company, reported in 44 L. J. Ex. firm at the time, the probate was renounced, H. L. 185, an Article of Association beyond and the Court then appointed the late Mr the scope of the Memo. of Association was Alexander as official administrator. It was held void. I have to remark that it would all important that the property should be have very great weight with me if the cirrealized, and an application was made to the cums ances supported it. No doubt, as Court for an order of sale. Copies of the Justice Blackburn said, with the approval petition were served on all the parties, and of the Lord Chancellor :- "If in the true every child of the testator consented to the construction of the statute creating a corsale, except one Mr Baptista who married poration it appears to be the intention of one of the testator's daughters and the Legislature expressed or implied that living in a seaport town in Portugal. the corporation shall not enter into any notice had been served on Mr Baptista, who particular contract, every Court of Law and wrote a reply, a portion of which Mr Hayllar Equity is bound to treat a contract entered read. (He refused to give his consent uninto contrary to the enactment as illegal less he was paid £300.) The petition now and therefore wholly void, and to hold before the Court was for an order to sell that a contract wholly void cannot be the property, that the money realized be ratified." But it must be remembered that paid into Court, that accounts be taken in the question in that case was the powers of Chambers, and as soon as the death of the a company to ratify a contract entered into late Mr Alexander was proved, his successor extra vires of the Mem, of Association, and might be appointed official administrator to

administer the estate.

His Lordship said he had paid great atten-

tion to this matter ever since it came before vance was made on the security of shares. him. It was perfectly clear to his mind that the authority is in point, and there could the property would be entirely sacrificed if be no doubt of the powers of the Court to sold in parcels, and if Messrs Jardine, Mathedeclare the contract wholly void. son & Co. came into Court with their lien. (although, I must admit, with some diffi they would have a very simple suit, and if culty) I have formed the opinion that the they had thought of their own interest, they contention of the defendants is a sound one. would have had their money a long time The absence of any agreement to deposit the ago. But with that honourable feelings certificates-the ever present existence of which ought to influence always everythe lien conferred by Art. 28-the apparent body engaged in commercial dealings want of all motive to induce the manager especially those engaged in large merto make an advance on shares, although hecantile pursuits, they mixed themselves may have thought it prudent to hold the up in this intricate case with the intention certificates, taken in connection with the exof not losing anything themselves, while treme difficulty of the distinction requisite to at the same time benefitting the estate be drawn, prevent my coming to an opposite of the testator. They instead of having a conclusion. This really disposes of the simple suit by making the official adminisquestion. I will only add a few remarks trator the sole defendant and getting paid on other points which were raised. Of the at least a year ago, they mixed themselves cases cited the National Bank of Australasia; up in this intricate case. They had done v. Cherry, L. R. 3 P. C. A. P. C. P. 300. service to the family which they would have and Agras v. the S. Australian Bank Comalways reason to thank them for. They had pany, L. R. 3 P. C. A. P. C. P. 548, are made all parties defendants in the case in most applicable to the question before the order to save expense, and all of them Court. I have before pointed out that they had concurred in the course suggested in the are authorities that an advance made ultra petition, except one, the husband of one of vires may become a valid debt, and so a the daughters, who asked a price for his constatutory lien would attach. Of the other currence in measures which he had emphaticases, some are questions between corporcally-admitted in his letter to be wise. His ations and directors or cases coming within Lordship thought this was an attempt to exthe scope of the laws against usury, or tort money, and all his Lordship had to say questions of contract made ultra vires be was that if any man persevered in doing that tween directors and third parties; and in which would increase the expense of the prosome the contracts were executory or only ceeding, he would instead of receiving the partly executed. I carnot find any case £300, be mulcted in costs for all the expense in which shareholders or their assigus have which his conduct entailed. He wished that enjoyed the benefit of a contract with their gentleman to understand that if he persisted own company for a lean of money, and then in increasing the expenses of this suit, the when the loan has been paid off have been Court knew how to punish him. As to the permitted to get back their money because lamented death of the Hon. Mr Alexander, the security taken for the loan was probibthe Registrar of this Court, his assent could ited by the memorandum of Articles o not be obtained, and all the Court could do Association. It must be remembered that was to adjourn the case until the petition making the advance is not ultra pires, but could be amended by the substitution of the taking the shares as security. Then aup

the observations of the learned judge are

directed rather to that feature of the case.

Still, if it could be shown that here the ad-

posing the whole transaction was ultra vires

Mr Hallyar says that the maxim, "In pari

Court." It is not a question here of public

policy. The duties of shareholders and the

company, if it is possible to imagine its

separate existence, are reciprocal. By

Article 6 of the Deed every shareholder

his executors, administrators, or assigns is

bound to perform the several sugages

ments in the deed expressed, and in all

other respects to perform and abide by the

and regulations of the company. Every

shareholder must be taken to know the

enactments of the Ordinance and the Deed

that they are held on these terms. Now,

security of shares, as Mr Parker admits he

provisions of the Ordinance, and the rules

perty, the proceeds of which would be paid delicto potror est conditio possidentis" applies. into Court, and the plaintiffs claim paid. "In hquity as at law." Broom states in The Attorney General called attention to his Legal Maxims, P. 701, "relief will not compound interest being charged in the generally be granted where parties are in part delicto, unless in cases where public His Lordship said that point could be policy requires the interference of the

name of the new official administrator who

would then be authorised to sell the pro-

dealt with when accounts were taken,

IN BANKRUPTOY. (Before His Lordship Chief Justice Sir John Suale.) 23rd February, 1876.

In re Sorabjee Rustomiee, a bankrupt, Mr Toller appeared on behalf of some of books. The fourth was rash speculaopposing creditors to make a motion, asking for leave to sue the bankrupt for the gauce. The sixth was frivolous defence of amount of their claims which they had of Settlement. The certificates acknowledge. proved in bankruptcy.

if Aug. Heard & Co. borrowed upon the to oppose the motion, of shares, they seem to me to be in part he had proved in bankruptcy.

are in part delicto or not, the Court would matter. Some months ago, the bankrapt was chiefly on bank paper, and the transfollow the precedents set by courts in Eng. applied his for discharge. This was in Novem. actions could be done in the street. land, and would undo at any stage any ber lat He was made bankrupt on the contract made in ultra vires of the Ord. | 31st August, and the debts were proved on creating the company. But the infraction the 20th October last. On the occasion of contain entries made in 1871. of the law must be clear, What "an his applying for discharge, Mr Toller had advance on the security of shares by then applied on behalf of the opposing the bankrupt was add urned for applied on implication" may mean I bannot say, 'It | anditors who had to come in to prove their | tion.

ment on that occasion, and the case was ultimately adjourned with the intention that it would come on again within a day or two, but it had never been on until now. His Lordship said the case was not heard because Mr Toller was absent from the

Mr Toller said his firm was here, and it had been distinctly arranged that Mr Johnson should continue the conduct of the

His Lordship observed that there was great delay in the bankruptcy cases and people had cause to complain. Mr Toller continued and said the bankrupt had been receiving in and paying out,

money as if he had been discharged. His Lordship said the bankrupt could be examined as to what he had been receiving and what he had paid out.

- Mr Toller asked for a time to be appointed for the purpos . . . in the estate; and Mr Handley, instructed by Messes Caldwell and Brereton, appeared

Mr Brereton applied that the motion as present before the Court should be disposed of first, and if Mr Toller had another motion to make hereafter, he would consent to waive his right of notice.

His Lordship, with the view of deciding the present motion, asked Mr Toller what right he had to bring an action against the bankrupt after the claims had been proved in bankruptcy. Mr Toller replied that he had no right to

sue except by leave of the Court. His Lordship said he knew of no case where a man was allowed, as it were, two shots at the same time

Mr Toller said he did not want two shots at one time. He only wished to bring the matter to an issue so that the bankrupt might be prevented from acting as if he had been discharged.

Mr Brereton then remarked that he had had the pleasure of knowing Mr Toller for some years, and he must give him credit for being exceedingly modest, but the modesty he shewed in this case exceeded all what Mr Brereton had seen of him, Mr Toller had proved, and by right of that proof, he had subjected the bankrupt to a must rigid examination, and he now wished, in violation of the provision of Section 130 of the Bankruptcy Ordinance, to sue him for the debt which they had proved. Brereton then proceeded to quote from Griffiths and Holmes, page 692 vol. I. In the end his Lordship dismissed the motion. Mr Brereton applied for costs, and a dis-

oussion ensued. His Lordship said he could not give any costs. It would not be fair,

It was then proposed to re examine the bankrupt on the point Mr Toller wished. Scrabjee Rustomjee was then examined and deposed as follow :- Since my adjudication as a bankrupt. I have been living as best as I could. I have been living on money which I received as brokerage. keep no books. I keep no account of what I had received. I have issued no contract notes to my principals. The first transaction I had after adjudication was the sale of a cargo-boat for \$3,500. This was in September last. I do not remember the date. I did not keep a book because I wished to keep one after my discharge, and I did not know it would be postponed for so long, otherwise I would have kept one. The purchaser and seller were Messrs Lane. Crawford & Co., and Mr Kwok Acheung. received \$75 from the former and \$60 from the latter, who deducted the \$15 for an old debt I owed to him. Kwok Acheung knew that I was a bankrupt. I do not know that Messrs Lane, Crawford & Co. knew of my

His Lordship observed that if Mr Toller followed up this subject, he would have to

call the parties before him. Mr Toller replied that he thought it was the Official Assignee's business to see to this, because he was to receive all the bankrupt's assets.

His Lordship said if people would deal with uncertificated bankrupt, they must take the consequences.

Mr Brereton observed that the bankrupt must live. His Lordship said he must not live.

That was the law. Mr Toller said he could have obtained money for his subsistence in a proper way. Examination continued :- The next sum I received was \$2.50 from the Mercantile Bank, for some Shanghai papers sold. The next item was \$100. It was in reference to a mortgage for \$80,000 with the China

Fire Insurance Company. I was to receive 5 per cent commission. The interest paid was 7 per cent per annum. The mortgage was by one Chun Sz Yung who was introduced to me by Kwok Apoc. I was to have received \$400, but the mortgage had not been effected. I had received only \$100. I am now living in Hollywood Road, in a house owned by Ho Lai She, No other man was living with me. I ad responsible for the rent of the whole house. By Mr Brereton :- I have been living on money I have made. The only money I got to live on was tha \$135, \$2.50 and \$100, and anything else that I had spent

was borrowed money. Mr Toller wished the Court to give some directions to the Official Assigned with reference to the money.

His Lordship asked what were the assets. Mr Toller said there was not a cent. His Lordship said it was discretionary with the official assignee to take any steps which would involve any expense.

Mr Toller replied that his clients would bave great pleasure to guarantee the ex-

Mr Brereton then addressed the Court on behalf of the bankrupt. He observed that noless the bankrupt was guilty of the six grounds set forth in the bankruptcy act, the Court would not refuse him his discharge or commit him to gaol. He contended that the bankrupt did not come within the first ground, that of trading with a fictitious, capital. The second ground was that he was contracting debts which he knew he could not repay. The third point was concealment by the destruction tion. The fifth was unjustifiable extravaan action. Mr Brereton then proceeded to quote cases in support of these grounds. Mr Brereton appeared for the bankrupt He next reviewed the evidence as elicited at the former hearing. He argued at some His Lordship questioned Mr Toller's length on the absence of books which the did, and the Company lent on the security locus stands to make this application after bankrupt did not keep. It was not usual for brokers to keep books they had not delicto. Nevertheless, whether the parties Mr Toller said he would explain the even an office. The bankrupt's business His Lordship remarked on the new app pearance of the two books purported to

Finally the application for discharge of

head

catty

bunch

catty

bunch

oatty

Fruits.

Green Winter Course . oatty

Chinese

Lettuce, English

Mushroom, dried,

Green

Water Lily Roots,

Water Cress,

Almonds,

100 | Chesnuts,

Apples, Dried

Citron, green,

Cocoanuta

Figs, Dried,

Ourrants.

Dates.

150 Ground Nuts.

California

Common

Oranges, Sweet Sunwoey

Kam Kwat

Mandarin,

Nutmeg.

Lichees, Dried,

Melons, Chinese

Pears, Tientsin

Loong Ngan, Dried,

Chefoo,

Pine-apples, Punti

Plantains, common

Prunes, Dried,

Pumeloes, Canton

Raisins, Muscatel.

Sugar Cane.

830 Walnuts, new

800 - Water Chastnuts,

Bran,

Butter.

500 450 Tamarinda.

180 160 Lemons.

260

Mandarin ..

Miscellaneous.

Candied Orange Peel, bottle

Cheese, American.

Cinnamon.

Citron.

80 | Cocosnut Oil.

Curry Powder,

Firewood,

Coffee,

Flour.

Gram,

100 Mace,

110 Nutmegs,

130 120

Isinglass,

Lamp Oil,

Macaroni,

100 Mango Chutney

Mustard,

Paddy,

Pickles.

Balad Oll,

Sugar, Ohina.

Vermicelli, Chinese

Vinegar, English

Preserved Ginger.

Tart Fruits, in bottles,

Assorted Meats, in tins, 1b.

Vegetables,

Jams, 1 lb.

Sago.

Pearl Barley,

Pepper (whole)

110 Cloves,

English,

Dutch,

-25

1600 1500

600 400

750 700

200 100

250 220

500 250

400 350

2750 2500

1000 900

1700.1500

250 200

270 - 220

250 200

220 200

200 150

250 200

800 250

250 200

800 250

800 260

1500 1400

500

bottle

. picul

picul

DOX

. catty

. bottle

bottle

catty

catty

1100 1000

50 Bananas, fragrant Punti, catty

English,

Mint, .

Mails. Occidental & Oriental Steam-Ship Company.

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IN CONNECTION WITH THE OENTRAL -

UNION PACIFIC AND CONNECTING RAILROAD COMPANIES

ATLANDIO STEAMERS.

THE S. S. "OCEANIC," will be despatched for San Francisco, via Yokohama, on WEDNESDAY, the 1st March, at 3 p.m., taking Cargo and Passengers for Japan, the United States and Europe. Connection is made at Yokohama, with Steamers from Shanghal.

Freight will be received on Board unti 4 p.m. of 29th Instant. Parcel Packages will be received at the Office until 5 p.m. same day: all Parcel Packages should be marked to address in full; value of same is required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per cent. on regular rates. For further information as to Freight or Passage, apply to the Agency of the

Company, Praya West. G. B. EMORY, Acting Agent. Hongkong, February 3, 1876.



STEAM FOR Singapore, Penang, Point de Galle, Aden, Suez, Malta, Brindisi, Ancons, Venice, Mediterranean Ports, Southampton and London;

Bombay, Madras and Calcutta.

THE PENINSULAR AND ORIENTAL STRAM "NAVIGATION COMPANY'S Steam-ship GOLCONDA, Captain C. Anderson, with Her Majesty's Mails, Passengers, Specie, and Cargo, will leave this for the above places, THURSDAY, the 2nd March, at

CARGO will be received on board unti Noon : SPECIE and PARCELS at the Office until 2 P.M. on the 1st Idem. For particulars regarding Freight and Passage, apply at the P. & O. S. N. Co.'s

Office, Hongkong, CONTENTS AND VALUE OF PACKAGES

ARE REQUIRED. A written declaration of the Contents and Value of the Packages for the Overland Route is required by the Egyptian Government, and must be delivered by the Shippers to the Company's Agents with the Bills of Lading, or with Parcels; and the Company do not hold themselves responsible for any detention of prejudice which may happen from incorrectness on such declaration.

Shippers are particularly requested to not the terms and conditions of the Company's Black Bills of Lading.

THE P. & O. S. N. Co. reserve the option of forwarding all Goods ship. ped by their Steamers for Europe through Rgypt, either by Rail, or by Canal in their own Stoamers, or in vessels employed for the purpose.

A. MoIVER, Superintendent. P. & O. S. N. Co.'s Office. Hongkong, February 17, 1876. - mo2

> U. S. MAIL LINE. PACIFIC MAIL STEAMSHIP

COMPANY. THROUGH TO NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING

AT YOROHAMA, AND SAN FRANCISCO. THE S. S. "GREAT REPUBLIC" will leave Hongkong for San Francisco,

via Yokohama, on WEDNESDAY, the 15th March, 1876, at 3 P.M., taking Passengers, and Freight, for Japan, the United States, and Europe. Through Passenger Tickets and Bills

of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and Bouth America, and to New York and Europe VIA OVERLAND RAILWAYS. A Steamer of the Mitsu Bishi S. S. Com-

pany will leave Shanghai, via the Inland Sea Ports, about same date, and make close connection at Vokohama. At New York, Passengers have selection

France and Germany. 4 p.m. 14th Proximo. Parcel Packages by each, the remaining third being carried will be received at the office until 5 p.m. to Reserve Fund. same day; all Parcel Packages should be marked to address in full; value of same

is required.

For further information as to Passage and Freight, apply to the Agency of the Company, Praya West.

G. B. EMORY, Acting Agent. Hongkong, February 15, 1876.

FOR SALE. COME very superior OLD PORT WINE, Just received, its cases of One or Two Dozen bottles each, -

Apply to J. J. DOS REMEDIOS & Co. Hongkong, February 16, 1876.

FOR SALE. BARTSEN'S PATENT MOMPOSITION PAINT. For Ships' Bottoms. Sole Agents for Ohina, F. BLACKHEAD & Co. Hongkops, January 5, 1876,

insurances.

QUEEN FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies against Fire to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premia. EDWARD NORTON & Co.,

Agents. Hongkong, January 1, 1874.

YANG-TSZE INSURANCE ASSOCIA-TION OF SHANGHAL

CAPITAL AND SUBPLUS, 800,000 TABLE

DOLICIES granted on Marine Risks to all parts of the world at current rates. This Association will, until further notice, provide out of the earnings, first for an Interest Dividend of 15 % to Shareholders on Capital, and thereafter distributed among Policy holders, annually, in cash, ALL the Profits of the Underwriting Business pro rata to amount of premium contributed.

RUSSELL & Co., Agents.

Hongkong, July 9, 1872.

LANCASHIRE INSURANCE

COMPANY. (FIRE AND LIFE.)

CAPITAL,-Two MILLIONS STEBLING.

THE Undersigned are prepared to grant POLICIES against the Risk of FIRE on Buildings or on Goods stored therein, on Coals in Matsheds, on Goods on board Vessels and on Hulls of Vessels in Havbours at the usual Terms and Conditions. Proposals for Life Assurances will be received, and transmitted to the Directors

for their decision. If required, protection will be granted on first class Lives up to £1000 on a Single

For Rates of Premiums, forms of proposals or any other information, apply to ARNHOLD, KARBERG & Co. Agents Hongkong & Canton.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

Hongkong, January 4, 1867.

HEAD OFFICE—HONGKONG.

GENCIES at all the Treaty Ports of China and Japan, and at Singapore, Salgon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY PERS JAS. B. COUGHTRIE. Secretary. Hongkong, November 1, 1871.

MANCHESTER FIRE ASSURANCE COMPANY OF MANCHESTER AND LONDON,

THE Undersigned have been appointed Agents for the above Company Hongkong, Canton, Foochow, Shanghai and Hankow, and are prepared to grant Insurances at current rates.

HOLLIDAY, WISE & Co. Hongrong, October 14, 1868.

THE LONDON ASSURANCE. INCORPORATED BY ROYAL CHARTER

His Majesty King George The Birst,

THE Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows:-

Marine Department. Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

Fire Department. Policies issued for long or short periods at current rates. A discount of 20% allowed.

Life Department. Policies issued for sums not exceeding £5,000 on reasonable terms.

HOLLIDAY, WISE & Co. Hongkong, July 25, 1872.

COMPANY. INSURANCE (LIMITED.)

notion.

TOLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profits of various lines of Steamers to England, are distributed annually to Contributors, whether Shareholders or not, in proportion Freight will be received on board until to the nett amount of Premis contributed

OLYPHANT & Co... Hongkong, April 17, 1878.

YANGTSZE INSURANCE ASSOCIA-TION OF BRANCHAL

FTER this date, the above Association will allow a Brokerage of Thirtythree and One Third per cent. (331%) on Local Risks only. RUSSELL & Co.,

Hongrong, June 8, 1874

MANCHESTER FIRE ASSURANCE COMPANY.

THE Undersigned Agenta ate in receipt of instructions from the Board of Directors authorizing them to issue Policies to the extent of £10,000 on any one firstclass risk, or to the extent of £15,000 on adjoining risks at current rates.

A Discount of 20% allowed. HOLLIDAY, WISE & Co. Hopskopp, January 8, 1870,

insurances.

THE SOUTH AUSTRALIAN INSUR-ANOE, COMPANY, ADELAIDE

THE Undersigned having been appointed Agents for the above Company in Hongkong, China and Japan, are prepared to issue Policies of Marine Insurance, payable in Australia, London, Calcutta, Bombay, Mauritius, China and Japan at current rates.

ADAMSON, BELL & Co. Hengkong, September 6, 1875.

VICTORIA FIRE INSURANCE COM-PANY OF HONGKONG LIMITED, IN LIQUIDATION.

NOTICE.

LL Persons holding Warrants against unclaimed Dividends, Interest, or Bonus, are requested to present same for payment at the Hongkong and Shanghai Bank before the 1st April, 1876, otherwise their claims will not be recognised.

ADOLF ANDRE, F. D. SASSOON,

Liquidators. Hongkong, December 20, 1875.

THE SCOTTISH IMPERIAL INSURANCE CO.

THE Undersigned having been appointed Agent, in Hongkong, for the abovenamed Company, is prepared to grant Policies against Fire, on Buildings and on Goods to the extent of £10,000, at the usual rates, subject to an immediate discount of 20 %.

Attention is invited to a considerable reduction in Premia for Life Insurance in

Life Policies effected during the year 1875, share in the Bonus to be declared on 31st December for the quinquennial period then ending. A. MACG. HEATON.

Hongkong, September 27, 1875. NORTH BRITISH & MERCANTILE

INSURANCE COMPANY. Incorporated by Royal Charter and

Special Acts of Parliament.

ESTABLISHED 1809. CAPITAL £2,000,000

HE Undersigned, Agents at Hongkong for the above Company, are prepared to grant Policies against FIRE, to the extent of £10,000 on any Building, or on Merchandise in the same, at the usual Rates, subject to a discount of 20 per cent.

GILMAN & Co.,

ROYAL INSURANCE COMPANY. THE Undersigned having been appoint-\_ ed Agents for the above Company, are prepared to grant Insurances at cur-

rent rates. MELCHERS & Co., Agents, Royal Insurance Company. Hongkong, October 27, 1874.

ON SALE.

Hongkong, July 6, 1875.

OHINESE READER'S MANUAL.

HANDBOOK of Biographical, Historical, Mythological and General Literary Reference,

WILLIAM FREDERICK MAYERS.

Price: \$3.

Shanghal ..... KELLY & Co. Hongkong,......... CHIMA MAIL" OFFICE. intimations.

WANTED. SITUATION, by a young German, as A Servant Maid, to accompany a Lady or family en route to Europe. Terms : Free Passage Home. Address: "Home-passage," care of the China Mail Office/ Hongkong, February 9, 1876.

IN CONSEQUENCE OF THE REDUC TION OF THE PRICE OF THE SHANGHAI COURTER AND OHINA GAZETTE,

IT WILL BE THE CHEAPEST DAILY PAPER IN CHINA and as a large

INCREASE OF CIRCULATION MAY BE CONFIDENTLY ANTICIPATED, THE ADVANTAGE TO ADVERTISERS

NOTICE.

In the Goods of GEORGE BARTY FALCONER, Deceased,

LL Persons having any CLAIMS against the above Estate are requested to send in Particulars of the same to the Undersigned, on or before the 28th Day of February, 1876, after which date no Claims will be recognised.

And all Persons being indebted to the said Estate are requested to make Immediate Payment. I. B. FALCONER,

Administratric Hongkong, December 8, 1875.

COAL DEPOT. MOALS of every description supplied to Steamers by the Undersigned. Orders may be left at the Godowns Wanchi, with Mr J. MACLEHOSE, or LEONS AR YON, KWONGHING, Praya.

LANDSTEIN & Co. Hongkong, November 1, 1875.

PILOTAGE.

TIESSELS inward bound can secure Pilots from Reef Island, from this date. Outward bound Vessels can secure FIRST CLASS PILOTS by applying to the Undersigned at Prays Central, No. 29. The Pilot-boat's Flag is No. 5 at the main-mast H. F. STUART.

> Ready. Now THE CHINA REVIEW

Hongkong, April 5, 1875.

Vor. IV., No. 3. EDITED BY N. B. DENNYS, PR.D.

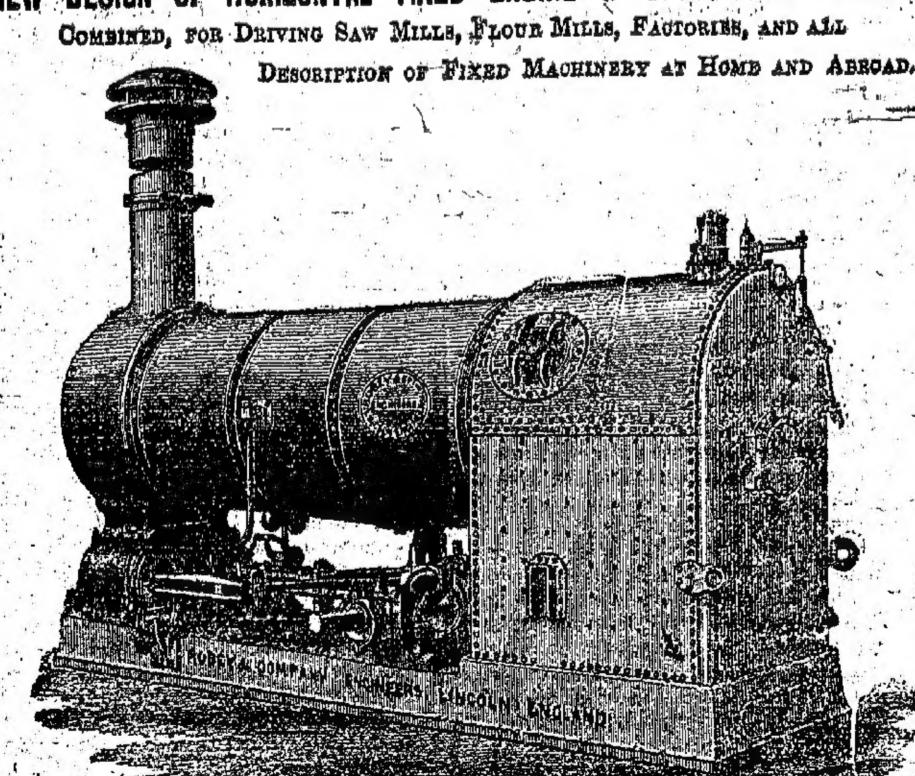
Subscription, postage included,

The Folklore of China, (Continued from The Chinese Vernaculars. Trip to the City of Leen Chau. Legend of the Building of Peking.

Chinese Explorations of the Indian Ocean during the Fifteenth Century, (Continued from page 67.) An Introduction to a Retrospect of Forty Years of Foreign Intercourse with China.

Notes and Queries on Eastern Matters :-Torture in British and Chinese Priscus. Fusang.

The Natural History of China, Red as a Festive Colour. Books Wanted, Exchanges, &c.



Some of the advantages of this New Patent Engine, are as follows :-SMALL FIRST COST. SAVING OF TIME AND EXPENSE IN ERECTING

EASE, BAPETY AND ECONOMY IN WORKING, GREAT SAVING IN FUEL. Boiler can be arranged to burn Sawdust and Refuse Wood. Engines up to 200 Effective Horse-power always in Progress,

CO., Sole Manufacturers. LINCOLN, ENGLAND.

HONGKONG MARKET PRIOES. Corrected to Saturday, Feb. 19, 1876. At 1080 Cash per Dollar Mexican. Highest, Lousset

Roast.

Onions, Bombay Bacon, English, Foochow. Parsley, Chinese, Beef, sirloin and prime cut, oy. . catty Beef Corned, 140 120 Potatoes, Macao, Pumpkins, Radishes, English Bullocks' Brains, Scallions, 250 200 Tongue, fresh, each Shalots. 850 dorned . 110 Squash, Bottle Heart. 50 Taro, . Feet. Tomatoes,

Kidneys, 400 360

Tripe (undressed), catty Calves' Head and Fest, set American, Chinese, English Mutton Chop, 220Shoulder. Liver,

Pigs' Chitlings, 120 Head, Kidneys,

Pork, Ohop, Corned Sheeps' Head, and Feet, set Heart,

Kidneys, Sticking Pigs, Yeal, . catty Poultry.

Eggs. Hen

Partridges,

Pheasants, Canton, live, pair Pigeons, Quail, Snipe,

Turkeys Cock

Carp, Codfish, salt Congor Eels,

Crabs,

Frogs,

Garoupa,

Gurnet,

Cuttle Fish.

Fresh Fish, Large

Short Notices of New Books and Lifterary

Chinese Jessamine.

China Mail Office.

Hongkong, January 11, 1876.

Herrings, small Live Fish. Lobsters, Mackerel, Mullet, Oysters, Parrot Fish, Perch, Pomiret, Prawns, Rock Fish, Salmon, Canton,

Pickled,

Salt Fish. Shark, Shrimps, Snapper, Soles, Fresh Tench,

Turbot, Turtles, Small White-bait, Vegetables. Bamboo Shoots, young eatty Beans, sprout,

French, Cabbage, Macad, Cabbage, White, Canton patty Car tote, fresh Cauli 10wer. Celery, Chinese, , casty English

Chilles, Dried, Curry Stuff, English, . . . . . Ginger, Green Peak, young

Barr, at the Chine Meil Office, No. Wynchem Street, Hongkong,

GEORGE ORLEY, Inspector of Markets.

Preserved Meats, Fish and

Vegetables, &c.

Printed and published by Gao. MURRAY